

**STATE OF NORTH
CAROLINA COUNTY OF
DURHAM**

**INTERLOCAL AGREEMENT FOR THE CITY OF DURHAM TO
PROVIDE RECYCLING PROCESSING AND HAUL SERVICES TO
DURHAM COUNTY FOR TARGET RECYCLING MATERIALS**

This Interlocal Agreement ("ILA") between the City of Durham ("City") and the County of Durham ("County") ("the Parties") is dated, made, and entered into this _____ day of _____, 2016.

Term:

This agreement is to commence on July 1, 2016 through June 30, 2017. Thereafter, the Inter-local Agreement (ILA) shall automatically renew at the beginning of each fiscal year thereafter unless specifically terminated by either party (see item #4 below).

Agreement. This Inter-local Agreement (ILA) is for the City to provide recycling processing and hauling services for Durham County for collected recyclable target materials. The Parties agree as follows:

1. The City will accept loads of target recycling materials collected from County residents and delivered by the County's private hauler to the City's Transfer Station during normal business hours, Monday through Friday from 7:30am to 4:30pm, and on Saturdays from 7:30am until 12 noon. Material will not be accepted except during those days and times.
2. The County will pay the City \$18.13 per ton for all recyclable materials delivered to the City's Transfer Station. The City will provide tonnage records and reports to the County at the end of each month showing all materials received at the Transfer Station for the proceeding month. The City will bill the County for the tonnage delivered by the County to the Transfer Station for the prior month by the 5th day of the current month. Payment is due to the City within 30 days of the receipt of the invoice to the County.
3. Unacceptable loads, which are defined as loads that are contaminated according to the criteria identified by Sonoco, are the direct responsibility of the County. The County, after being duly notified by the City of any unacceptable load(s), will be responsible for all costs to clean up and dispose of such loads. The County will be subject to a \$38.03 disposal fee per ton to have the unacceptable loads disposed at the City of Durham Transfer Station.
4. The City or the County may terminate this agreement for convenience (TFC) by providing written notice to the other party at least 90 days prior to the termination date. Such termination will end all services provided hereunder.

IN WITNESS WHEREOF, the City and County of Durham have caused this Inter-local Agreement to be executed under seal themselves or by their duly authorized agents or officers

County of Durham

BY: _____

[Please place County Seal here.]

City of Durham

City Clerk

BY: _____
Thomas J. Bonfield
City Manager